



Memorandum of Understanding

DRAFT

This Memorandum of Understanding (“MOU”) made and entered into this the 4th day of April 2016 by and between Town of Sunset Beach (“Town”); and, the Committee to Honor America’s Veterans (“Committee”)

WITNESSETH:

WHEREAS, the Town and the Committee wish to memorialize in this MOU the key terms of their meetings, discussions concerning the memorial planned in the Town for honoring the veterans of America’s armed forces.

NOW, THEREFORE, for and in consideration of the foregoing recital, the public health, safety, and welfare, the best interests of the Town and its citizens, and the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Town and Committee have worked together on the Veterans’ Memorial Project. The Town has provided a space in the Town’s Park located at 206 Sunset Boulevard North, Sunset Beach, NC 28468 where the Memorial has been constructed and will remain in perpetuity. The Committee has provided and demonstrated to the Town that it has the complete and necessary funding for the design, engineering, and construction of the Memorial.
2. After its construction of the Memorial, the Committee shall retain ownership and control of all funds and accounts in accordance with IRS and North Carolina rules & regulations for a non-profit, 501(c) (3) organization.
3. The Committee will continue to accept donations for Memorial bricks, wall caps, and columns to be placed in, around and about the Memorial until it all such available space is fully occupied. Donated brick Memorial additions will be made to and by the Committee semi-annually in time for Memorial Day and Veterans Day observances.
4. The Committee shall raise all necessary funds to pay for maintenance and utilities, and to be awarded by the Committee to local non-profit organizations that support and assist the needs of our veterans in accordance with Committee by-laws.

5. The Town and Committee will utilize the Memorial site for holiday and other observances. The Committee shall submit all required paperwork to the Town for its events and will be given preferred status for use of the Memorial location.
6. The Town will integrate and maintain, as part of the Town's Police Department system, the surveillance camera of the Memorial site donated by the Committee.
7. Electric utilities accounts related to the Memorial will be transferred to the Town effective July 1, 2016.
8. The Committee shall make a donation annually to offset the cost of the electric utility costs (lighting and camera) associated with the memorial. A single payment will be made to the Town between July 1st and July 31st to cover the annual estimated expenditure (currently \$600/year).
9. The Committee shall be responsible for all landscaping and non-routine maintenance of the Memorial.
10. The Town will authorize the Committee, at the Committee's sole cost and expense, to connect to the existing Town irrigation system for the Committee's landscaping needs for the Memorial, if reasonably necessary.
11. The Memorial will be added to the Town's insurance policy for protection against natural and man made disasters and vandalism. The Committee will provide the Town with the necessary documentation to establish the coverage value.
12. The Town shall provide routine maintenance of the Memorial site as part of their normal park operations.
13. The Town will handle the proper setting of the American flag at the Memorial and replace it when reasonably necessary.
14. The Committee will replace the pervious pavers the Town previously supplied to create the path connection from the Memorial site to the other main paths in the Town's park.